

2023-0323

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 23-12-5

An ordinance approving and authorizing the execution of a Professional Services Agreement with Crescent Engineering & Mapping, LLC, to perform surveying services for the Crescent Engineering Boundary Surveys Master Contract (Project No. P231101), in the not to exceed amount of \$150,000.00.

WHEREAS, the Parish desires to have a contract for surveying services by Crescent Engineering & Mapping, LLC, for required surveys during property and Rights of Way acquisition for capital projects; and,

WHEREAS, the design will be executed by task orders; and,

WHEREAS, the design will consist of property surveys, boundary surveys, servitude, and Rights of Way mapping; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Crescent Engineering & Mapping, LLC, describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Crescent Engineering & Mapping, LLC, to perform surveying services for the Crescent Engineering Boundary Surveys Master Contract (Project No. P231101), in the not to exceed amount of \$150,000.00 is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, BELLOCK, FISHER, FISHER-CORMIER
NAYS: NONE
ABSENT: GIBBS, DUFRENE

And the ordinance was declared adopted this 4th day of December, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: December 5, 2023
APPROVED: DISAPPROVED:

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: December 6, 2023
AT: 2:49 pm RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the 18th day of December, 2023 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and CRESCENT ENGINEERING & MAPPING, LLC, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for CRESCENT ENGINEERING BOUNDARY SURVEYS MASTER CONTRACT Project No. P231101 as described in Ordinance No. 23-12-5 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

2.0 PROJECT

2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

CRESCENT ENGINEERING BOUNDARY SURVEYS MASTER CONTRACT
Project No. P231101

- 2.2 The Project consists of the scope of services and work as defined in Attachment “A” hereto.
- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment “B” hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner’s professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project are as defined in Attachment “A”.

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be

made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or "not to exceed" hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey
- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

6.0 DEFECTIVE WORK

During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor's work while it is in progress if Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents

7.0 NOTICE TO PROCEED

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

8.0 PAYMENTS

8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.

8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.

8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.

8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice.

Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
 - a. A copy of the Owner's written authorization to perform the service.
 - b. Timesheets for all hours invoiced.
 - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
 - a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
 - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project is required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids are, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

10.0 FUNDS

No work shall be authorized until funds are established for each individual task.

11.0 TERMINATION OR SUSPENSION

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from

performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000.00 each person: \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

Consultant shall indemnify and hold harmless the Owner, its employees, agents and representatives, against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by any reason of any negligent act by the Consultant, its employees, agents, servants or representatives, while engaged upon or in connection with the services required or performed hereunder.

14.0 WARRANTY

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 If Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

For all claims arising out of or related to this agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waives any (a) pleas of jurisdiction based upon Consultant's residence and (b) right of removal to Federal Court based upon diversity of citizenship.

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with federal and state laws.

17.0 OTHER

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended in any manner, except by written agreement signed by both parties.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

WITNESSES:

Billy Raymond

Kayley

WITNESSES:

Matthew Jewell

Haci Hymel

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell
Parish President

12-6-23
Date:

CRESCENT ENGINEERING &
MAPPING, LLC

Dennis M. Hymel, Jr.

By: Dennis M. Hymel, Jr., P.E.
President/Engineering Manager

12/12/2023
Date:

ATTACHMENT "A"
PROJECT SCOPE

CRESCENT ENGINEERING BOUNDARY SURVEYS MASTER CONTRACT
Project No. (P231101)

The Scope of Work is as follows:

This contract is an on-call master contract involving property surveys, boundary surveys, servitude and Right of Way mapping as needed to support ongoing Parish projects which require additional Right of Ways and/or Servitudes for construction. As needed and on a project specific basis, the Department of Public Works shall provide the project requirements to the CONSULTANT in the form of individual Task Orders which shall indicate the project requirements, scope, deliverables, schedule for deliverables and fees.

PROPERTY SURVEYS

Based upon specific project requirements, the CONSULTANT shall conduct property surveys of the parcels identified in the Task Order.

A property survey shall be conducted for each parcel. Upon completion of the property surveys, the CONSULTANT shall provide an electronic copy of field notes, and electronic text file listing coordinates and descriptions of all found monuments, a PDF copy of all documents (Plats, maps, etc.) used to determine property line locations and a PDF copy of title take-offs used to determine property line locations. The CONSULTANT shall provide an electronic copy of the property survey in Microstation .DGN or AutoCAD .DWG and .PDF formats showing the project centerline(s) data, all surveyed property lines, property monuments, existing right of ways and all major improvements thereon with ties to the project centerline. The property surveys shall be referenced to the project control network when specified.

Limited topographic survey of improvements within the parent tract or servitude/Right of Way areas shall be conducted during the property survey phase and shall include ditches, pavements, roads, buildings and other improvements. Survey data shall be collected using RTK GPS and conventional or robotic total station methods and will be projected in state plane coordinates, Louisiana South, NAD 83 and based upon NAVD 88 vertical datum, Geoid 18, as determined by GPS observation processed through NGS OPUS, or based upon existing project control previously established. Topographic survey data will be processed using Bentley® MicroStation and Inroads Survey and a master topographic survey file will be developed in a .DGN format. Other formats such as AutoCAD may be made available, however, may not contain all feature code information collected. Survey data including point files, control reports and the .DGN file will be provided along with a certification letter signed and sealed by the Louisiana Professional Land Surveyor in charge of survey services.

RIGHT OF WAY/ SERVITUDE MAPS

The CONSULTANT shall provide Right of Way mapping and/or servitude mapping of project taking areas on standard plan sheets showing limits of taking lines, project centerline and major improvements. The maps shall also include any third-party provided information such as limits of construction, project centerlines and stationing.

The CONSULTANT shall be responsible for coordinating with the Parish and the project's designers to ensure that Right of Way and/or Servitude maps reflect the designer's intent for servitude lines and areas.

Final Right of Way or Servitude maps shall incorporate any changes made to taking lines after consultation with the project designer's and/or the Parish. Final Maps shall include all parcel areas, parcel identification numbers, parcel metes and bounds, remaining areas, coordinates at project baselines as well as related information, P.C.'s, P.I.'s, P.T.'s, etc. Maps shall be provided at appropriate scales to adequately show takings, 1:20 or 1:50, with insets as needed. Maps shall be sized 22"x34" or as otherwise indicated in the Task Order and shall be signed by the CONSULTANT's Professional Land Surveyor.

Right of Way/Servitude Mapping deliverables shall include the final signed maps in both .PDF and DGN/DWG formats, .PDF copy of all documents used to determine property lines, .PDF copy of title reports and title take offs, ASCII and .CSV files of all found property corners/monuments.

A meets and bounds description in English units for each parcel shall also be provided in Microsoft Word format and .PDF format, signed and sealed by the CONSULTANT's Professional Land Surveyor.

TITLE TAKE OFF

CONSULTANT may conduct title take offs and other research consisting of a report of deed of ownership of current property owner and all survey documents associated with the same in an effort to begin field work activities while awaiting Title Reports.

TITLE REPORTS/ ABSTRACTS

If required, the CONSULTANT shall provide Title Reports in general accordance with LADOTD's Title Research Manual, April 2009 in order to fully abstract the title of the subject parcel(s) included within the project's takings. Title Reports shall cover a period of time of the lesser of three (3) valid transfers or thirty (30) years, with a minimum period dating back 11 years. Full documentation of the abstractor's notes, search queries as well as required checklists shall be provided along with the Title Report.

**ATTACHMENT “B”
PROJECT SCHEDULE**

CRESCENT ENGINEERING BOUNDARY SURVEYS MASTER CONTRACT
Project No. (P231101)

PROJECT SCHEDULE

Individual Task Orders shall indicate the total number of days for each Task Order’s deliverables. In general, the CONSULTANT shall complete the following items within the number of calendar days shown after a Notice to Proceed for said item:

<u>Project Phase</u>	<u>Calendar Days to Complete</u>
Property Surveys	21
Draft R/W or Servitude Maps	21
Final R/W or Servitude Maps	14
Title Reports	TBD – Based on # of Parcels.

Time for Completion

1. If, through no fault of the CONSULTANT, such periods of time or dates are changed, or the normal and continuous progress of the CONSULTANT’s services is impaired, or CONSULTANT’s services are delayed or suspended, then the time for completion of CONSULTANT’s services and the rates and amounts of CONSULTANT’s compensation shall be adjusted equitably.

ATTACHMENT "C"
PROJECT COMPENSATION

CRESCENT ENGINEERING BOUNDARY SURVEYS MASTER CONTRACT
Project No. (P231101)

PROJECT COST

Payment to CONSULTANT for services performed under this contract shall be on a negotiated Lump Sum basis, per Task Order issued.

CONSULTANT shall invoice OWNER monthly on a basis of percentage completed of each Phase as shown above and on the Project schedule.

For additional services, and any other services required for this project, the OWNER shall pay the CONSULTANT on the basis of billable rates per the CONSULTANT's rate sheet (Attachment C-1), for services actually rendered, but shall not exceed the total fees for each additional service as listed below, unless noted as Lump Sum. Payments for Lump Sum shall be made on a basis of percentage completed.

CONSULTANT's billable rates include total compensation for CONSULTANT's services including labor costs, overhead, profit and expenses. Payment for CONSULTANT's SUBCONSULTANTS shall be made at actual invoice amount plus 10 percent and limited to the not to exceed amounts. CONSULTANT's Lump Sum fee includes all labor costs, overhead, profit, equipment, expenses and any subconsultant fees.

The total compensation for services under this contract shall not exceed **\$150,000.00**, unless amended via a Supplemental Agreement.



P.O. Box 370
Vacherie, LA 70090

225.329.1742 (Main)
225.413.4979 (Mobile)
www.crescentengla.com

LABOR AND EQUIPMENT FEE SCHEDULE

Effective: 7/1/2023 Expires: 12/31/2023

PROFESSIONAL STAFF:

Principal	\$184.00	Per Hour
Supervising Engineer	\$175.00	Per Hour
Professional Engineer III	\$165.00	Per Hour
Professional Engineer II	\$148.00	Per Hour
Professional Land Surveyor	\$152.00	Per Hour
Sr. Project Manager	\$130.00	Per Hour
Professional Engineer I	\$125.00	Per Hour
Pre-Professional	\$98.00	Per Hour
Sr. Technician/Designer	\$115.00	Per Hour
CADD Technician	\$88.00	Per Hour
CADD Drafter	\$71.00	Per Hour
Clerical/Administrative	\$68.00	Per Hour

FIELD STAFF:

Party Chief	\$77.00	Per Hour
Instrument Man	\$59.00	Per Hour
Rodman	\$39.00	Per Hour
Construction Project Rep.	\$86.00	Per Hour
Certified Bridge Inspector	\$160.00	Per Hour
Bridge Inspector Assistant	\$108.00	Per Hour

EQUIPMENT*:

Electronic Metal Detectors	\$48.00	Per Day
Conventional Total Station	\$175.00	Per Day
GPS (RTK) Total Station	\$395.00	Per Day
Robotic Total Station	\$380.00	Per Day
Digital Level	\$165.00	Per Day
16' Skiff with Surface drive	\$375.00	Per Day
18' Skiff with Surface drive	\$450.00	Per Day
Survey/Inspection Vehicle	\$16.50	Per Hour
All-Terrain Utility Vehicle	\$225.00	Per Day
Deep Rod Installation System	\$165.00	Per Day
Temporary Traffic Control	\$TBD	Per Site Requirements
Utility Trailer (12-18')	\$75.00	Per Day

MATERIALS/MISC:

Stakes (1"x2"x4')	\$1.25	Each
Flagging	\$2.00	Per Roll
Field/Marking Paint	\$9.50	Per 15 oz. Can
Cane Poles (6'-12')	\$5.00	Each
Iron Rods (w/ Concrete & Cap)	\$185.00	Each
½" Iron Rods x 24"	\$16.00	Each
¾" GIP x 18" long	\$26.00	Each

MATERIALS/MISC. (CONTINUED):

9/16" Stainless Deep Rods	\$36.00	Per Foot
B&W Prints (LTR/LGL)	\$0.10	Each
Color Prints (LTR/LGL)	\$0.75	Each
B&W Prints (11x17)	\$0.25	Each
Color Prints (11x17)	\$1.00	Each

Notes: * Equipment rates include maintenance and insurances and are based upon equipment being operated by Crescent personnel in support of professional services rendered. Raw equipment leases/rentals are not available. All personnel, equipment and materials listed herein may not be available at all times.

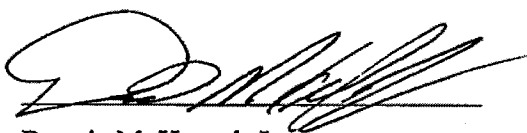
Terms and Conditions

1. When using this fee schedule, overtime for non-exempt personnel shall be charged after 40 hours per week, Monday through Sunday, at the normal rate plus 50%.
2. This fee schedule shall be considered privileged and confidential and shall not be transmitted, in whole or in part, to any organization or person outside of the direct employment of Crescent Engineering & Mapping, LLC's (Crescent's) Client without the prior written consent of Crescent.
3. Third-party services, subconsultants and expenses provided by Crescent on behalf of the Client while engaged under this contract shall be invoiced at cost plus fifteen (15%) percent.
4. Professional services provided in the immediate aftermath of a natural or man-made disaster shall be subject to special hazard rates for personnel and equipment. Special subsistence, travel and/or lodging rates may also apply.
5. The Global Positioning System (GPS) is the property of and is operated by the U.S. Department of Defense. As is such, Crescent Engineering & Mapping, LLC shall not be held responsible for any defects or omission of positioning directly related to the GPS.
6. The standard of care for all professional services performed or provided by Crescent Engineering & Mapping, LLC under this fee schedule will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and locality. Crescent Engineering & Mapping, LLC represents that, to the best of its knowledge, ability and professional judgement that all work will be performed in a safe and workmanlike manner and that Crescent Engineering & Mapping has sufficient equipment in good condition and personnel capable of safely operating such equipment while performing professional services for the Client.
7. Unforeseen global, market and economic conditions and/or volatility may require revisions to this fee schedule. Should these conditions arise prior to the expiration date fixed above, Crescent Engineering & Mapping, LLC will provide the Client written notification of such conditions with justification for any items affected by said conditions.

CORPORATE RESOLUTION

The undersigned, being the sole Manager/Member of Crescent Engineering & Mapping, LLC, existing under the laws of the State of Louisiana, does hereby certify that at a meeting of Members of the firm, duly called and held on April 5th, 2023, at which a quorum was present, the Members adopted the following resolution, which has not been modified nor rescinded:

Be it resolved that, Dennis M. Hymel, Jr., President and Manager of Crescent Engineering & Mapping, LLC, is empowered, directed and given the authority to, on behalf of Crescent Engineering & Mapping, LLC, to execute any and all contracts, bids, proposals, guarantees, loans and agreements.



Dennis M. Hymel, Jr.

Manager/Member

Crescent Engineering & Mapping, LLC

Sworn to and subscribed before me
this 5th day of April, 2023.



Cindi M. Triche
Notary Public
Commission expires at death.



NOTARY DISCLAIMER

This document was not prepared or
Examined by the Notary named above and
the Notary attests only to the signature
referenced herein